

## AGENDA

CITY OF TAYLOR, TEXAS  
**SPECIAL CALLED CITY COUNCIL MEETING**  
CITY HALL, COUNCIL CHAMBERS, 400 PORTER STREET

DECEMBER 13, 2018, 5:30 P.M.

### CALL TO ORDER AND DECLARE A QUORUM

### REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

- 1 Consider introducing Ordinance 2018-20, annexation of 86.806 acres of land, more or less, more fully described in a deed recorded under document number 2014073518 of the official records of Williamson County, generally located northwest of the intersection of Windy Ridge Rd. and East Buttercup Rd., Ordinance 2018-20.

### ADJOURN

The Council may vote and/or act upon each of the items listed in this Agenda. The Council reserves the right to retire into executive session concerning any of the items listed on this Agenda, whenever it is considered necessary and legally justified under the Open Meetings Act including: Section 551.071 (Consult with attorney); Section 551.072 (Real Property); Section 551.073 (Gifts and Donations); Section 551.074 (Personnel Matters); Section 551.076 (Security Devices); and Section 551.087 (Economic Development). I certify that the notice of meeting was posted in the Taylor City Hall Lobby before 6:00 p.m. on December 7, 2018 and remained posted for at least 72 hours continuously before the scheduled time of said meeting. I further certify that the following news media was notified of this meeting: Taylor Press.

In compliance with the ADA the City Hall and Council Chambers is wheelchair accessible. Reasonable accommodations will be provided for persons attending city council meetings in need of special assistance. Please contact the City Clerk at least 24 hours prior to the meeting for special assistance.

Posted By: Dianna Barker Date 12-7-18  
Dianna Barker, City Clerk



## ***City Council Meeting December 13, 2018 Transmittal Letter***

### STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☐ Quality of Life
- ☒ Economic Vitality

**Agenda Item #:** 1

**Agenda Title:** Consider introducing Ordinance 2018-20, annexation of 86.806 acres of land, more or less, more fully described in a deed recorded under document number 2014073518 of the official records of Williamson County, generally located northwest of the intersection of Windy Ridge Rd. and East Buttercup Rd., Ordinance 2018-20.

**Council Action to be taken:** Introduce the ordinance

**Department Submitted:** Development Services

**Staff Contact:** Tom Yantis, Director of Development Services

### **1. PURPOSE/DESCRIPTION**

This item introduces the annexation ordinance for the annexation of an 86.806 acre tract of land that is subject to an annexation development agreement under Chapter 43.035 of the Texas Local Government Code.

### **2. STAFF ANALYSIS (Why and How)**

In 2009 the City initiated the annexation of an area of land that included the subject 86.806 acre tract. Because the property was assessed for ad valorem tax purposes as agriculture, wildlife management or timberland, the City was required to offer the owner at the time an annexation development agreement pursuant to Chapter 43.035 of the Texas Local Government Code. The annexation agreement provided for the land to remain within the extraterritorial jurisdiction for a period of 15 years so long as the property continued to be used for agriculture, wildlife management or timberland and was not developed or subdivided.

The property owners of the land that included the subject 86.806 acre tract signed annexation development agreements that were recorded as document numbers 2009092500 and 2009092489. These agreements run with the land and are controlling over future purchasers of the property.

In 2014 the 86.806 acre tract was conveyed to Windy Ridge Acres, LLC by a deed recorded as document number 2014073518. Subsequent to this conveyance, Windy Ridge Acres,

LLC began to subdivide the property by meets and bounds and deed portions to other owners who then began developing the land for single-family residential homes in violation of the terms of Section 2 of the annexation development agreements.

Section 3 of the annexation development agreements stipulates that if the terms of the agreement are violated the owner consents to the voluntary annexation by the City of the land.

### **3. RECOMMENDATION**

Staff recommends introducing the annexation ordinance.

### **4. FUNDING SOURCE**

N/A

### **5. TIMELINE**

The first and second public hearings were held on November 13, 2018. The approval of the annexation ordinance is scheduled for 6:00 p.m. December 13, 2018.

### **6. PRIOR COUNCIL ACTIONS TAKEN**

Council commenced the annexation of the subject property initially in 2009, holding public hearings on November 12 and 24, 2009 and entered annexation development agreements in December 2009.

### **7. OTHER OPTIONS (In order of preference)**

It is the Council's discretion whether or not to annex the property.

### **8. ATTACHMENTS**

- 1a [Annexation ordinance](#)
- 1b [Deed 2014073518](#)
- 1c [Annexation Service Plan](#)
- 1d [Map of the subject property](#)
- 1e [Annexation development agreement 2009092500](#)
- 1f [Annexation development agreement 2009092489](#)
- 1g [Ordinance 2009-34 \(original annexation ordinance\)](#)

**ORDINANCE NO. 2018-20**

**AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS PROVIDING FOR THE ANNEXATION OF THE TRACT OF LAND HEREINAFTER MORE SPECIFICALLY DESCRIBED BY METES AND BOUNDS TO THE CITY OF TAYLOR, TEXAS FOR ALL MUNICIPAL PURPOSES; AND LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF TAYLOR, TEXAS; PROVIDING FOR AN ANNEXATION SERVICE PLAN AND THE EXTENSION OF THE CORPORATE LIMITS OF THE CITY OF TAYLOR, TEXAS, TO INCLUDE THE ANNEXED TRACT; PROVIDING FOR PARTIAL INVALIDITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR SAVINGS; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Taylor, Texas, is a Home Rule City as defined by the Texas Local Government Code (hereinafter referred to as "LGC"); and

**WHEREAS**, an area to be annexed more fully described in Exhibit "A", attached hereto and incorporated by reference herein for all purposes, is located within the extraterritorial jurisdiction of and is lying and is adjacent to the present corporate limits of the City of Taylor, Texas ("Area"); and

**WHEREAS**, under the LGC, the City Charter of Taylor, Texas, and other applicable provisions of Texas law, the City of Taylor, Texas, and the Taylor City Council, as the governing body of the municipality, is authorized to annex the Area; and

**WHEREAS**, the City of Taylor, Texas, mailed notices regarding the annexation to all owners within the Area, to utilities, school districts, fire departments and railroads providing services within the Area, established first and second public hearing dates on the annexation, and provided such other notice and complied with provisions for annexation required under the LGC and as otherwise required by law; and

**WHEREAS**, the City of Taylor, Texas, prepared a service plan for the extension of municipal services into the Area to be annexed and the plan was proposed by the City Council of Taylor, Texas, prior to the first public hearing on the annexation and was thereafter available; and

**WHEREAS**, all notices, publications and hearings have been duly given or held as required by the LGC and no written protest to the annexation was filed with the City Clerk of Taylor, Texas; and

**WHEREAS**, institution of annexation proceedings and the presentation and introduction of this Ordinance in such form as it may be finally passed occurred within the periods of time and methods prescribed by law.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS:**

**SECTION 1.**

The above and foregoing preamble is true and correct and is incorporated herein and made a part hereof for all purposes.

**SECTION 2.**

That the hereinafter described tract of land ("Area") which lies within Williamson County, Texas, and is within the extraterritorial limits of, is adjacent to and is contiguous to the present corporate limits of the City of Taylor, Texas, is hereby annexed to the City of Taylor, Texas, for all municipal purposes and the corporate lines and limits of the City of Taylor, Texas, are hereby extended to include the Area, which is more particularly described by metes and bounds in Exhibit "A".

**SECTION 3.**

That the Area annexed herein shall bear its pro-rata part of the taxes assessed by the City of Taylor, Texas.

**SECTION 4.**

That the inhabitants of the Area hereby annexed to the City of Taylor, Texas, shall be entitled to all the rights and privileges of the citizens of the City of Taylor, Texas, and shall be bound by the acts, ordinances, codes, resolutions and regulations of the City of Taylor, Texas.

**SECTION 5.**

It is not the intention of the City of Taylor, Texas, to annex any territory or area not legally subject to annexation by the City, and should any portion of the Area not be subject to legal annexation by the City of Taylor, Texas, such fact shall not prevent the City from annexing such Area, which is subject to legal annexation by the City, and it is the intention of the City to annex only such territory or area that it may legally annex within the limits of the Area.

**SECTION 6.**

The Annexation Service Plan which is attached to this Ordinance as Exhibit "B" is hereby approved and incorporated by reference herein as part of this Ordinance.

**SECTION 7.**

It is hereby declared to be the intention of the City Council of the City of Taylor, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared

unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the City Council without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

#### **SECTION 8.**

All rights and remedies of the City of Taylor, Texas, are expressly saved as to any and all violations of the provisions of any Ordinances affecting annexations, which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

#### **SECTION 9.**

The City Clerk of the City of Taylor, Texas, is hereby directed to engross and enroll this Ordinance by copying the exact Caption and the Effective Date clause in the minutes of the City Council of the City of Taylor, Texas, and by filing this Ordinance in the Ordinance records of the City.

#### **SECTION 10.**

This Ordinance shall be in full force and effect immediately upon passage.

In accordance with Article VIII, Section 1, of the City Charter, Ordinance No. 2018-20 was introduced before the Taylor City Council on the 13<sup>th</sup> day of December, 2018.

PASSED, APPROVED and ADOPTED this the \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Brandt Rydell, Mayor

**ATTEST:**

\_\_\_\_\_  
Dianne Barker, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Ted W. Hejl, City Attorney

## CERTIFICATE

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

I, Dianna Barker, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. \_\_\_\_\_, passed and approved by the City Council of the City of Taylor, Texas, on the \_\_\_\_ day of \_\_\_\_\_, 2018, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office this the \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Dianna Barker, City Clerk

NA 6F 14665.14.0033 L

**GENERAL WARRANTY DEED WITH VENDOR'S LIEN**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

DATE: September 8, 2014

GRANTOR: Barbara Rabel Meyer, a married person and Mary Ann Wood, a single person, owning, occupying and claiming other property as homestead

GRANTOR'S MAILING ADDRESS: 8022 Remuda Drive, San Antonio, TX 78227

GRANTEE: Windy Ridge Acres, LLC

GRANTEE'S MAILING ADDRESS: 5169 CE 95, Robstown, TX 78380

**CONSIDERATION:**

\$10.00 and other valuable consideration, receipt of which is hereby acknowledged, and a note of even date that is in the principal amount of \$217,500.00, and is executed by Grantee, payable to the order of Prosperity Bank. The note is secured by a vendor's lien retained in favor of Prosperity Bank in this deed and by a deed of trust of even date from Grantee to David Zalman, Trustee.

**PROPERTY (including any improvements):**

See Exhibit "A" attached hereto and made a part hereof.

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

This conveyance is made and accepted subject to all restrictions, covenants, conditions, rights-of-way, assessments, outstanding royalty and mineral reservations and easements, if any, affecting the above described property that are valid, existing and properly of record as of the date hereof and subject, further, to taxes for the year 2014 and subsequent years.



Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

Prosperity Bank, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described. The vendor's lien and superior title to the property are retained for the benefit of Prosperity Bank and are transferred to that party.

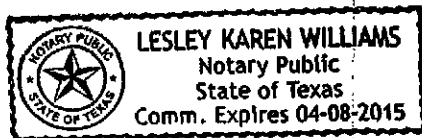
Barbara Rabel Meyer  
Barbara Rabel Meyer

Mary Ann Wood  
Mary Ann Wood

Acknowledgement

State of Texas  
County of Williamson

September This instrument was acknowledged before me on the 8 day of September, 2014, by Barbara Rabel Meyer.

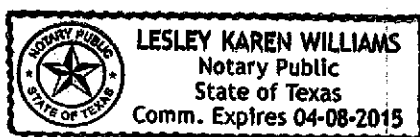


Lesley Karen Williams  
Notary Public, State of Texas

Acknowledgement

State of Texas  
County of Williamson

This instrument was acknowledged before me on the 8 day of September, 2014, by Mary Ann Wood.



Lesley Karen Williams  
Notary Public, State of Texas

Prepared by:  
Hancock & McGill, L.L.P.  
Attorneys at Law  
File No. 14665-14-00334

After Recording Return To:

AFTER RECORDING RETURN TO:  
NORTH AMERICAN TITLE COMPANY  
230 WESTWAY PLACE, SUITE 111  
ARLINGTON, TX 76010-1019

Ds0334-sw

Exhibit A

**METES AND BOUNDS DESCRIPTION**

BEING 86.806 ACRES OF LAND SITUATED IN THE H. T. & B. R.R. CO. SECTION NO. 5, ABSTRACT NO. 316, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 108.6-ACRE TRACT OF LAND CONVEYED TO BARBARA RABEL MEYER AND MARY ANN WOOD AS DESCRIBED IN DEED OF GIFT RECORDED IN DOCUMENT NO. 9866594, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THAT CALLED 87.7-ACRE TRACT OF LAND CONVEYED TO CHARLES RABEL AS DESCRIBED IN DEED RECORDED IN VOLUME 295, PAGE 361, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 86.806-ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3/8" iron rod found with no cap monumenting the northwest corner of said 108.6-acre Meyer/Wood tract, same being on the northeast corner of the called 6.0-acre tract of land conveyed to Glen R. Polasek and wife, Joan P. Polasek as recorded in Document No. 9926753, Official Records of Williamson County, Texas, same being on a point in the southerly boundary line of the called 68.36-acre tract of land conveyed to Temple College at Taylor Foundation, Inc. as recorded in Document No. 2008029591, Official Public Records of Williamson County, Texas, for the northeast corner and POINT OF BEGINNING hereof;

THENCE with the northerly boundary line of said 108.6-acre Meyer/Wood tract, same being with the southerly boundary line of said 68.36-acre Temple College tract, S82°38'10"E for a distance of 627.71 feet to a 1/2" iron rod set with cap marked "Diamond Surveying", on an angle point hereof;

THENCE through the interior of said 108.6-acre Meyer/Wood tract the following three (3) courses and distances:

- 1) S07°35'38"W for a distance of 709.17 feet to a 1/2" iron rod set with cap marked "Diamond Surveying", on an angle point hereof;
- 2) S82°41'46"E for a distance of 985.96 feet to a 1/2" iron rod set with cap marked "Diamond Surveying", on an angle point hereof;
- 3) N08°45'32"E for a distance of 708.34 feet to a SURVEYOR'S PK NAIL set in concrete on a point in the northerly boundary line of said 108.6-acre Meyer/Wood tract, same being on a point in the southerly boundary line of the called 52.18-acre tract of land conveyed to Landsraad, LLC, as recorded in Document No. 2009085577, Official Public Records of Williamson County, Texas, for an angle point hereof;

THENCE with the northerly boundary line of said 108.6-acre Meyer/Wood tract, same being with the southerly boundary line of said 52.18-acre Landsraad tract, S82°38'10"E for a distance of 760.22 feet to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting the northeast corner hereof, same being on a point in the westerly right-of-way line of County Road No. 404, also known as Windy Ridge Road, said right-of-way being described in Volume 427, Page 690 of the Deed Records of Williamson County, Texas;

THENCE with the said westerly right-of-way line of County Road No. 404, and in part with the boundary line of the remnant portion of said 108.6-acre Meyer/Wood tract, and in part with the boundary line of the remnant portion of said 87.7-acre Rabel tract, the following five (5) courses and distances:

- 1) With a curve to the right having an arc length of 366.24 feet, a radius of 1106.28 feet, a delta angle of  $18^{\circ}58'06''$ , a chord bearing  $S00^{\circ}11'24''W$ , and a chord distance of 364.57 feet to a concrete monument found;
- 2)  $S09^{\circ}39'47''W$  for a distance of 445.04 feet to a concrete monument found;
- 3) With a curve to the right having an arc length of 1305.84 feet, a radius of 1106.28 feet, a delta angle of  $67^{\circ}37'53''$ , a chord bearing  $S43^{\circ}26'56''W$ , and a chord distance of 1231.34 feet to a concrete monument found;
- 4)  $S77^{\circ}15'48''W$  for a distance of 561.80 feet to a 1/2" iron rod set with cap marked "Diamond Surveying",
- 5) With a curve to the left having an arc length of 135.33 feet, a radius of 1186.28 feet, a delta angle of  $06^{\circ}32'10''$ , a chord bearing  $S73^{\circ}59'23''W$ , and a chord distance of 135.26 feet to a 1/2" iron rod set with cap marked "Diamond Surveying", for the southeast corner hereof, same being on a point in the southerly boundary line of said 87.7-acre Rabel tract, and from which an iron rod found monumenting the original southeast corner of said 87.7-acre Rabel tract bears  $S82^{\circ}42'42''E$  for a distance of 3142.28 feet;

THENCE with the southerly boundary line of said 87.7-acre Rabel tract, in part with the boundary line of AYS SUBDIVISION as recorded in Cabinet K, Slide 331 of the Plat Records of Williamson County, Texas, in part with the north terminus line of an old County Road (no name or number found for this road)  $N82^{\circ}42'42''W$  for a distance of 646.27 feet to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting the northeast corner of the called 0.52-acre tract of land conveyed to Manville Water Supply Corporation as recorded in Document No. 2000015961, Official Public Records, Williamson County, Texas, same being on the southeast corner of the called 0.281-acre tract of land conveyed to Fred Gola and wife, Angelee Gola as recorded in Volume 2452, Page 797, Official Records of Williamson County, Texas;

THENCE with the boundary line of said 0.281-acre Gola tract the following four (4) courses and distances:

- 1)  $N07^{\circ}31'03''E$  for a distance of 20.00 feet to a 1/2" iron rod set with cap marked "Diamond Surveying";
- 2)  $S83^{\circ}00'12''E$  for a distance of 50.06 feet to a 1/2" iron rod set with cap marked "Diamond Surveying";
- 3)  $N71^{\circ}41'12''W$  for a distance of 50.55 feet to a 1/2" iron rod set with cap marked "Diamond Surveying";
- 4)  $N82^{\circ}38'56''W$  for a distance of 401.31 feet to an iron rod found monumenting the southwest corner hereof, same being on a point in the westerly boundary line of said 87.7-acre Rabel tract, same being on a point in the easterly boundary line of the called 41.63-acre tract of land conveyed to Fred Gola and Wife, Angelee Gola as recorded in

Volume 535, Page 224, Deed Records of Williamson County, Texas, and from which an iron rod found monumenting the original southwest corner of said 87.7-acre Rabel tract bears S07°35'38"W for a distance of 30.36 feet;

THENCE with the westerly boundary line of said 87.7-acre Rabel tract, and in part with the westerly boundary line of said 41.63-acre Gola tract, and in part with the easterly boundary line of the previously mentioned 6.0-acre Polasek tract, N07°35'38"E for a distance of 2019.27 feet to the POINT OF BEGINNING hereof, and containing 86.806 acres of land more or less.

20-foot-wide ACCESS EASEMENT TRACT contained within the boundaries of the above described 86.806-acre tract hereby dedicated:

BEGINNING at a 1/2" iron rod set with cap marked "Diamond Surveying" monumenting the northeast corner of above described 86.806-acre tract for the northeast corner and POINT OF BEGINNING hereof;


THENCE with a curve to the right having an arc length of 20.82 feet, a radius of 1106.28 feet, a delta angle of 1°04'42", a chord bearing S08°45'18"E, and a chord distance of 20.82 feet, for the southeast corner hereof;

THENCE N82°38'10"W for a distance of 766.49 feet, for the southwest corner hereof;

THENCE N08°45'32"E for a distance of 20.01 feet to a SURVEYOR'S PK NAIL set, for the northwest corner hereof;

THENCE S82°38'10"E for a distance of 760.22 feet to the POINT OF BEGINNING hereof, and containing 0.351 acres of land more or less.

A Plat of this Survey has been prepared to accompany this metes and bounds description.  
BEARING BASIS: NAD 83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM.

 **DIAMOND SURVEYING, INC.**  
116 SKYLINE ROAD, GEORGETOWN, TX 78628  
(512) 931-3100

  
SHANE SHAFER, R.P.L.S. NO. 5281

August 28, 2014  
DATE



2014073518

Electronically Recorded  
OFFICIAL PUBLIC RECORDS



Nancy E. Rister, County Clerk  
9/12/2014 1:13 PM

Pages: 6 Fee: \$41.00  
Williamson County Texas

**CITY OF TAYLOR, TEXAS  
ANNEXATION SERVICE PLAN  
NOVEMBER 13, 2018**

The following is a plan whereby City of Taylor, Texas ("City") services will be provided to proposed annexation areas, as follows, located primarily adjacent to the present City limits:

Windy Ridge Subdivision - Annexation of 86.806 acres of land, more or less, more fully described in a deed dated September 8, 2014, recorded under Document No. 2014073518, Official Records of Williamson County, Texas ("Area").

The services will be provided to the Area according to the following plan upon annexation.

**FIRE**

Fire suppression will be available to the Area upon annexation. Adequate fire suppression activities can be provided to the Area within current budget appropriation. Fire prevention activities will be provided by the Taylor Fire Department as needed.

**POLICE**

Upon annexation of the Area, the City of Taylor Police Department will extend regular and routine patrols to the Area. Implementation of police patrol activities can be accommodated within the current budget and staff appropriation.

**EMERGENCY MEDICAL SERVICES**

Emergency Medical Services will be provided by Williamson County EMS and the City of Taylor Fire Department, as needed, in accordance with City policies and state laws.

**WATER SERVICE AND MAINTENANCE OF WATER FACILITIES**

Water service will be provided in accordance with the applicable codes and departmental policy. Inspection of water distribution lines will be provided under the statutes of the State of Texas. Water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly-situated areas and customers of the City and subject to all ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. Water services will be provided to the Area at the expense of the developer thereof in accordance with the then current development standards and subdivision regulations of the City.

## **SANITARY SEWER SERVICE AND MAINTENANCE**

Sanitary sewer service will be provided in accordance with applicable City codes and departmental policies as development occurs within the Area. Sewer service will be provided by the City utility department on the same terms, conditions and requirements applied to all similarly-situated areas and customers of the City, subject to all ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its policies. Sanitary sewer services will be provided to the Area at the expense of the developer thereof in accordance with the then current development standards and subdivision regulations of the City.

## **SOLID WASTE SERVICES**

Solid waste collection and services now provided to the citizens of the City will be provided in accordance with applicable City ordinances, policies and laws.

## **STREETS AND RIGHTS-OF-WAY**

Maintenance of annexed streets and rights-of-way, as appropriate, will include emergency maintenance, repairs of hazardous potholes, and measures necessary for traffic flow; routine maintenance presently performed within the City; reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other improvements as needed and determined by the City under City policies; installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need is established by appropriate study and traffic standards and City policy; installation and maintenance of street lighting in accordance with established City policies.

## **STORM WATER MANAGEMENT**

Developers in the Area will provide storm water drainage at their own expense and will be inspected by City Engineers at time of completions. The City will then maintain the drainage, upon City approval.

## **STREET LIGHTING**

The City will coordinate any request for improved street lighting with the local electric provider, in accordance with standard City policy.

## **BUILDING INSPECTION**

Building inspection, permit issuance and code enforcement according to applicable City codes and law will be conducted by the City upon annexation of the Area.

## **PLANNING AND ZONING**

City development ordinances will apply to the Area upon annexation, and the City will provide the administrative services pertaining to planning, zoning, development and routine City code enforcement service by present personnel, equipment and facilities.

## **PARKS AND RECREATION**

Upon annexation of the Area, current City parks and recreation facilities will be available to residents of the annexed Area.

## **LIBRARY**

Upon annexation of the Area, City library use will be available to residents of the Area according to rules promulgated by the City for library use.

## **HEALTH DEPARTMENT - HEALTH CODE ENFORCEMENT SERVICE**

The Williamson County and Cities Health District and the City shall provide enforcement of the City health ordinances and regulation, and the enforcement will apply to the Area upon annexation.

## **CAPITAL IMPROVEMENTS**

No capital improvements are planned for the Area, but if any are undertaken they will be initiated and substantially completed according to City policies and state law.

## **OTHER SERVICES**

The Area will be provided a level of services, infrastructure and infrastructure maintenance that is comparable to the level of service, infrastructure and infrastructure maintenance in other parts of the City, with topography, land use and population density similar to those reasonable contemplated or projected in the Area and as required by law.







CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE  
DEVELOPMENT AGREEMENT

CITY OF TAYLOR  
RECEIVED  
DEC - 7 2009

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Taylor, Texas, (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

**WHEREAS**, the Owner owns a parcel of real property (the "Property") in Williamson, County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

**WHEREAS**, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property and has held public hearings on November 12 and November 24, 2009;

**WHEREAS**, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

**WHEREAS**, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

**WHEREAS**, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors, heirs, and assigns for the term (defined below) of this Agreement; and

**WHEREAS**, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

**Section 1.** The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and

further agrees not to include the Property in a statutory annexation plan for the Term of the Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

**Section 2.** The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for the existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's RA - Rural Agricultural zoning requirements apply to the Property, except when inconsistent with this Agreement in which case this Agreement shall apply, and that the Property shall be used only for RA - Rural Agricultural zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling which is reasonable and necessary for the agricultural, wildlife management, and /or timber land purpose, after notification to and approval by the City of such action and in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by and person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

**Section 3.** The Owner acknowledges that if any part or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in

violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to the annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

**Section 4.** Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

**Section 5.** The term of the Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of the Agreement and the institution of annexation proceedings by the City.

**Section 6.** Property annexed pursuant to this Agreement will initially be zoned R1-Single Residential pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

**Section 7.** Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address.

City of Taylor  
Attn: City Manager  
400 Porter Street  
Taylor, Texas 76574

**Section 8.** This Agreement shall run with the Property and be recorded in the real property records of Williamson County, Texas.

**Section 9.** If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

**Section 10.** This Agreement may be enforced by any Owner or the City by and proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

**Section 11.** No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

**Section 12.** Venue for this Agreement shall be in Williamson, County, Texas.

**Section 13.** This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Section 3, 4, and 5 herein.

Entered into this 1 day of December, 2009.

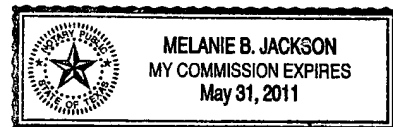
Barbara Meyer  
Owner Signature  
Printed Name: BARBARA MEYER

Mary Ann Wood  
Owner Signature  
Printed Name: MARY ANN WOOD

Owner Signature  
Printed Name: \_\_\_\_\_

THE STATE OF TEXAS }  
COUNTY OF ~~WILLIAMSON~~ } TRAVIS

This instrument was acknowledged before me on the day of  
Dec 1, 2009, by Barbara Meyer, Owner.  
Melanie B. Jackson  
Notary Public, State of Texas



THE STATE OF TEXAS }  
COUNTY OF ~~WILLIAMSON~~ } BEXAR

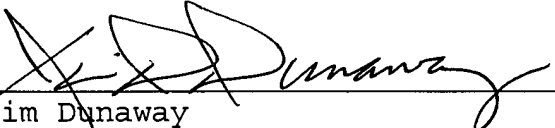
This instrument was acknowledged before me on the day of  
Dec 3, 2009, by MARY WOOD, Owner.  
[Signature]  
Notary Public, State of Texas



THE STATE OF TEXAS }  
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of  
\_\_\_\_\_, 2009, by \_\_\_\_\_, Owner.  
\_\_\_\_\_

Notary Public, State of Texas

  
Jim Dunaway

City Manager, City of Taylor, Texas

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jim Dunaway, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City of Taylor, Texas, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 17<sup>th</sup> day of December, 2009.



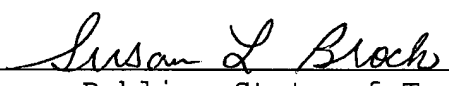
  
Notary Public, State of Texas

EXHIBIT A

R383589

BARBARA R MEYER

46.43 Acres

H.T. & B.R.R. CO. SURVEY

2005099849



5  
**ORIGINAL**

**DOC# 9866594**

AMALIE RABEL

BARBARA RABEL MEYER  
ET AL

**DEED OF GIFT**

THE STATE OF TEXAS  
COUNTY OF WILLAMSON

\*  
\* KNOW ALL MEN BY THESE PRESENTS:  
\*

That I, AMALIE RABEL, Date of Birth, May 19, 1913; Social security Number 457-96-0811; resides in Williamson County, Texas for and in consideration of the sum of TEN (\$10.00) AND NO/100 DOLLARS to me cash in hand paid by my beloved children; BARBARA RABEL MEYER, my beloved daughter, Date of Birth January 3, 1943, Social Security number 451-74-5556; Drivers license number 03040872; resides at 1009 Floradale, Austin, Travis County, Texas 78753; and MARY ANN WOOD, my beloved daughter, Date of Birth, December 7, 1932; Social Security number 460-46-3053; resides at 8022 Remuda, San Antonio, Bexar County, Texas 78227; out of their own respective separate property and estate, and for the further consideration of the love and affection which I have and bear for and toward my beloved children; the receipt of all of which consideration is hereby acknowledged and confessed;

HAVE GRANTED, SOLD AND CONVEYED, and by these presents, do GRANT, SELL, AND CONVEY unto the said beloved children; BARBARA RABEL MEYER and MARY ANN WOOD, my beloved daughters, as a part of their to share and share alike, with GRANTOR retaining a LIFE ESTATE in the following described property:

SEE EXHIBIT ATTACHED

TO HAVE AND TO HOLD the above described property, together with all and singular the rights and appurtenances belonging in any way thereto, subject to the provisions stated above, unto the said GRANTEES, my beloved children; BARBARA RABEL MEYER, and MARY ANN WOOD; as

1

OFFICIAL RECORDS  
WILLAMSON COUNTY, TEXAS

Unrecorded Document  
a part of their separate estate their heirs and assigns forever as their property, to share and share alike, with the GRANTOR retaining a LIFE ESTATE in the property. Grantors binds themselves and their heirs, personal representatives, executors, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said property unto said Grantees, their heirs and assigns, against every person lawfully claiming or to claim the same or any part thereof.

GRANTEE retains a LIFE ESTATE including full possession, benefit, use, rents, revenues and profits of the property for the remainder of GRANTOR'S life. This LIFE ESTATE carries with it the right to possess and consume all bonuses, delay rentals, royalties, and other benefits payable under oil and gas leases covering the property, but it does not include the right to consume, invade, or in any way transfer the principal or corpus of the property subject to the LIFE ESTATE.

GRANTORS retains complete power, without the joinder of any person, to mortgage, sell, transfer, assign and convey the property; or to exchange it for other property.

This conveyance is executed by GRANTORS and accepted by GRANTEES as being subject to all reservations, restrictions, easements, covenants and rights of way, which may be duly of record in the Office of the County Clerk of Williamson County, Texas, or that may be located on the property.

This Deed is effective as of this 12 day of August, 1998.

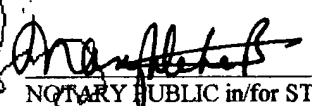
WITNESS OUR HAND.

*Amalie Rabel*  
AMALIE RABEL

THE STATE OF TEXAS

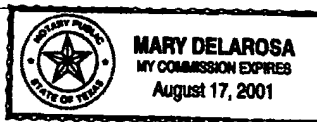
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 12 day of August, 1998 by AMALIE RABEL.

  
NOTARY PUBLIC in/for STATE OF TEXAS  
MY COMMISSION EXPIRES:

mailing address of Grantee:

Barbara Rabel Meyer  
1009 Floradale  
Austin, Travis County, Texas 78753



AFTER RECORDING RETURN TO:

Norman Manning  
Attorney at Law  
300 N. Main  
Taylor, Texas 76574  
512-352-5515

THE STATE OF TEXAS, |  
COUNTY OF WILLIAMSON. |

WHEREAS, on the 3rd day of March, 1942, Amalie Rabel and husband, Charles Rabel, by an instrument now of record in volume 77, page 190, Deed of Trust Records of said Williamson County, Texas, did execute, acknowledge and deliver to R. J. Bartosh of the County of Williamson, State of Texas, as Trustee, for the benefit of Ceska kimsko Katolicka Podporujici Jednota Zen Texaskych (K.J.Z.T.), a certain Deed of Trust on the following described real estate, situated, lying and being in the County of Williamson, in said State of Texas, and being described by metes and bounds as follows, to-wit:

All that certain tract or parcel of land lying and being situated in Williamson County, Texas, being out of and a part of the H. T. & B. RR Co. Survey No. 5, and also being out of and a part of the 148.6 acre tract of land which was conveyed to Joseph Janosec by Emma S. McCartney, et al, by deed dated March 16, 1906, and of record in Book 118, page 269 of the Deed Records of Williamson County, Texas, and the parcel of said land hereby conveyed being described by metes and bounds as follows:

BEGINNING in the east line of the above mentioned 148.6 acre tract at a point 54.4 vrs. N. 10 E. from the S. E. corner of said 148.6 acre tract, said beginning point being also the N. E. corner of the 6 acre tract of land conveyed out of said 148.6 acre tract by Joe Janosec and wife to Vince Janosec by deed dated December 1, 1908, and of record in Book 128, Page 620, of the Deed Records of Williamson County, Texas; Thence N. 80 W. and with the N. line of said 6 acre tract 824 vrs. to the N. W. corner of same and in the E. line of a 15.53 acre tract of land out of said 148.6 acre tract also conveyed to Vince Janosec by the last above mentioned deed; THENCE N. 12 E. and with the E. line of said above mentioned tract of 15.53 acre tract 44.7 vrs. to the N. E. corner of same; THENCE N. 80 W. and with the N. line of said 15.53 acre tract 887 vrs. to the N. W. corner of same in the East line of a 18.47 acre tract of land also out of said 148.6 acre tract which was conveyed to Joseph F. Kasper by Joe Janosec and wife by deed dated December 5, 1908, and recorded in Book 129, page 162 of the Deed Records of Williamson County, Texas; Thence N. 10 E. and with the E. line of said 18.47 acre tract 386.9 vrs. to the N. E. corner of same in the N. line of said 148.6 acre tract; Thence S. 80 E. and with the N. line of said 148.6 acre tract 1509.54 vrs. to the N. E. corner of same; Thence S. 10 W. 443.1 vrs. to the place of beginning and containing 108.6 acres of land, and being all of the 148.6 acre tract of land conveyed to Joseph Janosec by Emma S. McCartney, et al, by deed dated March 16, 1906, and of record in Book 118, Page 269, Deed Records of Williamson County, Texas, less the 18.47 acre tract conveyed by said Joseph Janosec and wife to Joseph F. Kasper by a deed dated December 5, 1908, recorded in Book 129, page 162, Deed Records of Williamson County, Texas, less a tract of 15.53 acres and a tract of 6 acres of land conveyed by said Joseph Janosec and wife, Anna Janosec, to Vince Janosec by deed dated Dec. 1, 1908, recorded in Book 128, page 620, Deed Records of Williamson County, Texas;

this the 29th day of November, A. D. 1943.

ČESKA KATOLICKÁ JEDNOTA ŽEN TEXASŤYCH (K.J.Z.T.)

By: Josefina Habarta  
President.

Paulina Habarta  
Secretary.

THE STATE OF TEXAS,  
COUNTY OF BRAZOS.

BEFORE ME, the undersigned authority, a Notary Public of said County and State, on this day personally appeared Josefina Habarta, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Ceska Katolicka Jednota Zen TexasŤych (K.J.Z.T.), a corporation, and that she executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30 day of

November, A. D. 1943.

Newton  
Notary Public in and for  
Brazos County, Texas.

By: NEWTON, Notary Public, Brazos County, Texas

THE STATE OF TEXAS  
County of Williamson

I, C. O. Beaver, Clerk of the County Court of said County, do hereby certify that the

foregoing instrument in writing with its certificate of authentication, was filed for record in my office on the 8

day of Dec, A. D. 1943, at 8 o'clock A. M., and duly recorded this the 9

day of Dec, A. D. 1943, at 2:45 o'clock A. M., in the Book

Records of said County, in Vol. 218 pp. 275

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas,  
the date last above written.

By Kathryn Shaw Deputy.

C. O. Beaver Clerk  
County Court, Williamson County, Texas

RECORDERS MEMORANDUM

All or part of the text on this page was not  
clearly legible for satisfactory recordation

Doc# 9866594  
# Pages: 5  
Date : 11-10-1998  
Time : 02:06:54 P.M.  
Filed & Recorded in  
Official Records  
of WILLIAMSON County, TX.  
NANCY E. RISTER  
COUNTY CLERK  
Rec. \$ 17.00

① Norman Manning  
300 N. Main  
Taylor 76574

RECORDERS MEMORANDUM  
All or part of the text on this page was not  
clearly legible for satisfactory recordation

**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS 2009092500**

*Nancy E. Rister*

12/22/2009 12:28 PM

SURRATT \$88.00

NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS



CITY OF TAYLOR  
RECEIVED  
DEC - 7 2009

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE  
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Taylor, Texas, (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Williamson, County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property and has held public hearings on November 12 and November 24, 2009;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors, heirs, and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and



further agrees not to include the Property in a statutory annexation plan for the Term of the Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

**Section 2.** The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for the existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's RA - Rural Agricultural zoning requirements apply to the Property, except when inconsistent with this Agreement in which case this Agreement shall apply, and that the Property shall be used only for RA - Rural Agricultural zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling which is reasonable and necessary for the agricultural, wildlife management, and /or timber land purpose, after notification to and approval by the City of such action and in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by and person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

**Section 3.** The Owner acknowledges that if any part or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in

violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to the annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

**Section 4.** Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

**Section 5.** The term of the Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of the Agreement and the institution of annexation proceedings by the City.

**Section 6.** Property annexed pursuant to this Agreement will initially be zoned R1-Single Residential pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

**Section 7.** Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address.

City of Taylor  
Attn: City Manager  
400 Porter Street  
Taylor, Texas 76574

**Section 8.** This Agreement shall run with the Property and be recorded in the real property records of Williamson County, Texas.

**Section 9.** If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

**Section 10.** This Agreement may be enforced by any Owner or the City by and proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

**Section 11.** No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

**Section 12.** Venue for this Agreement shall be in Williamson, County, Texas.

**Section 13.** This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Section 3, 4, and 5 herein.

Entered into this 1 day of December, 2009.

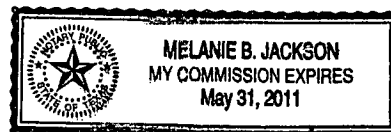
Barbara Meyer  
Owner Signature  
Printed Name: BARBARA MEYER

Mary Ann Wood  
Owner Signature  
Printed Name: MARY ANN WOOD

Owner Signature  
Printed Name: \_\_\_\_\_

THE STATE OF TEXAS }  
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of 12/1/, 2009, by Barbara Meyer, Owner.  
Melanie B. Jackson  
Notary Public, State of Texas

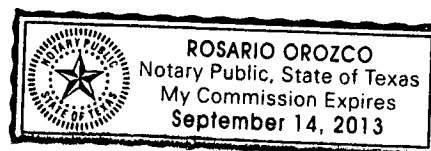


THE STATE OF TEXAS }  
COUNTY OF WILLIAMSON } Travis

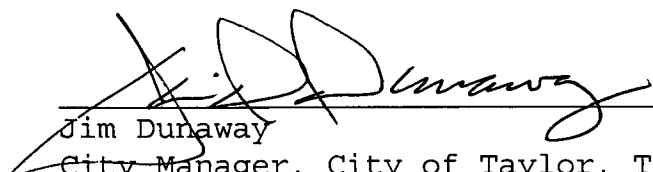
This instrument was acknowledged before me on the day of \_\_\_\_\_, 2009, by \_\_\_\_\_, Owner.  
\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS }  
COUNTY OF WILLIAMSON } Bexar

This instrument was acknowledged before me on the day of Dec. 03, 2009, by MARY WOOD, Owner.  
[Signature]



Notary Public, State of Texas

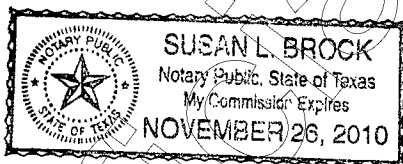
  
Jim Dunaway

City Manager, City of Taylor, Texas

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jim Dunaway, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City of Taylor, Texas, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 17<sup>th</sup> day of December, 2009.




  
Notary Public, State of Texas

EXHIBIT A

R019245

BARBARA R MEYER

60.78Acres

H.T. & B.R.R. CO. SURVEY

2005099849

Unofficial Document

5  
**ORIGINAL**

**DOC# 9866594**

**AMALIE RABEL**

**BARBARA RABEL MEYER  
ET AL**

**DEED OF GIFT**

**THE STATE OF TEXAS  
COUNTY OF WILLIAMSON**

\*  
\* **KNOW ALL MEN BY THESE PRESENTS:**  
\*

That I, **AMALIE RABEL**, Date of Birth, May 19, 1913; Social security Number 457-96-0811; resides in Williamson County, Texas for and in consideration of the sum of **TEN (\$10.00) AND NO/100 DOLLARS** to me cash in hand paid by my beloved children; **BARBARA RABEL MEYER**, my beloved daughter; Date of Birth January 3, 1943, Social Security number 451-74-5556; Drivers license number 03040872; resides at 1009 Floradale, Austin, Travis County, Texas 78753; and **MARY ANN WOOD**, my beloved daughter; Date of Birth, December 7, 1932; Social Security number 460-46-3053; resides at 8022 Remuda, San Antonio, Bexar County, Texas 78227; out of their own respective separate property and estate, and for the further consideration of the love and affection which I have and bear for and toward my beloved children; the receipt of all of which consideration is hereby acknowledged and confessed;

**HAVE GRANTED, SOLD AND CONVEYED**, and by these presents, do **GRANT, SELL, AND CONVEY** unto the said beloved children; **BARBARA RABEL MEYER** and **MARY ANN WOOD**, my beloved daughters, as a part of their to share and share alike, with **GRANTOR** retaining a **LIFE ESTATE** in the following described property:

**SEE EXHIBIT ATTACHED**

**TO HAVE AND TO HOLD** the above described property, together with all and singular the rights and appurtenances belonging in any way thereto, subject to the provisions stated above, unto the said **GRANTEES**, my beloved children; **BARBARA RABEL MEYER**, and **MARY ANN WOOD**; as

1

**OFFICIAL RECORDS  
WILLIAMSON COUNTY, TEXAS**

**RECORDERS MEMORANDUM**  
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clearly legible for satisfactory recordation

a part of their separate estate their heirs and assigns forever as their property, to share and share alike, with the GRANTOR retaining a LIFE ESTATE in the property. Grantors binds themselves and their heirs, personal representatives, executors, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said property unto said Grantees, their heirs and assigns, against every person lawfully claiming or to claim the same or any part thereof.

GRANTEE retains a LIFE ESTATE including full possession, benefit, use, rents, revenues and profits of the property for the remainder of GRANTOR'S life. This LIFE ESTATE carries with it the right to possess and consume all bonuses, delay rentals, royalties, and other benefits payable under oil and gas leases covering the property, but it does not include the right to consume, invade, or in any way transfer the principal or corpus of the property subject to the LIFE ESTATE.

GRANTORS retains complete power, without the joinder of any person, to mortgage, sell, transfer, assign and convey the property; or to exchange it for other property.

This conveyance is executed by GRANTORS and accepted by GRANTEEES as being subject to all reservations, restrictions, easements, covenants and rights of way, which may be duly of record in the Office of the County Clerk of Williamson County, Texas, or that may be located on the property.

This Deed is effective is effective as of this 12 day of August, 1998.

WITNESS OUR HAND.


  
AMALIE RABEL



THE STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 12 day of August, 1998 by AMALIE RABEL.

  
NOTARY PUBLIC in/for STATE OF TEXAS  
MY COMMISSION EXPIRES:

mailing address of Grantee:

Barbara Rabel Meyer  
1009 Floradale  
Austin, Travis County, Texas 78753



AFTER RECORDING RETURN TO:

Norman Manning  
Attorney at Law  
300 N. Main  
Taylor, Texas 76574  
512-352-5515

THE STATE OF TEXAS, |  
COUNTY OF WILLIAMSON. |

WHEREAS, on the 3rd day of March, 1942, Amalie Rabel and husband, Charles Rabel, by an instrument now of record in volume 77, page 190, Deed of Trust Records of said Williamson County, Texas, did execute, acknowledge and deliver to R. J. Bartosh of the County of Williamson, State of Texas, as Trustee, for the benefit of Ceska kimsko Katolicka Podporujici Jednota Zen Texaskych (K.J.Z.T.), a certain Deed of Trust on the following described real estate, situated, lying and being in the County of Williamson, in said State of Texas, and being described by metes and bounds as follows, to-wit:

All that certain tract or parcel of land lying and being situated in Williamson County, Texas, being out of and a part of the H. T. & E. RR Co. Survey No. 5, and also being out of and a part of the 148.6 acre tract of land which was conveyed to Joseph Janosec by Emma S. McCartney, et al, by deed dated March 16, 1906, and of record in Book 118, page 269 of the Deed Records of Williamson County, Texas, and the parcel of said land hereby conveyed being described by metes and bounds as follows:

BEGINNING in the east line of the above mentioned 148.6 acre tract at a point 64.4 vrs. N. 10 E. from the S. E. corner of said 148.6 acre tract, said beginning point being also the N. E. corner of the 6 acre tract of land conveyed out of said 148.6 acre tract by Joe Janosec and wife to Vince Janosec by deed dated December 1, 1908, and of record in Book 128, Page 620, of the Deed Records of Williamson County, Texas; Thence N. 80 W. and with the N. line of said 6 acre tract 624 vrs. to the N. W. corner of same and in the E. line of a 15.63 acre tract of land out of said 148.6 acre tract also conveyed to Vince Janosec by the last above mentioned deed; THENCE N. 12 E. and with the E. line of said above mentioned tract of 15.63 acre tract 44.7 vrs. to the N. E. corner of same; THENCE N. 80 W. and with the N. line of said 15.63 acre tract 887 vrs. to the N. W. corner of same in the East line of a 18.47 acre tract of land also out of said 148.6 acre tract which was conveyed to Joseph F. Kasper by Joe Janosec and wife by deed dated December 5, 1908, and recorded in Book 129, page 162 of the Deed Records of Williamson County, Texas; Thence N. 10 E. and with the E. line of said 18.47 acre tract 386.9 vrs. to the N. E. corner of same in the N. line of said 148.6 acre tract; Thence S. 80 E. and with the N. line of said 148.6 acre tract 1509.64 vrs. to the N. E. corner of same; Thence S. 10 W. 443.1 vrs. to the place of beginning and containing 108.6 acres of land, and being all of the 148.6 acre tract of land conveyed to Joseph Janosec by Emma S. McCartney, et al, by deed dated March 16, 1906, and of record in Book 118, Page 269, Deed Record of Williamson County, Texas, less the 18.47 acre tract conveyed by said Joseph Janosec and wife to Joseph F. Kasper by a deed dated December 5, 1908, recorded in Book 129, page 162, Deed Records of Williamson County, Texas, less a tract of 15.63 acres and a tract of 6 acres of land conveyed by said Joseph Janosec and wife, Anna Janosec, to Vince Janosec by deed dated Dec. 1, 1908, recorded in Book 128, page 620, Deed Records of Williamson County, Texas;

RECORDERS MEMORANDUM

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This the 29th day of November, A. D. 1943.

ČESKA KATOLICKA JEDNOTA ŽEN TEXASŮCH (K.J.Z.T.)

By: Josefina Habarta  
President.

Paulina Habarta  
Secretary.

THE STATE OF TEXAS,  
COUNTY OF BRAZOS.

BEFORE ME, the undersigned authority, a Notary Public of said County and State, on this day personally appeared Josefina Habarta, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Ceska Katolicka Jednota Zen TexasŮch (K.J.Z.T.), a corporation, and that she executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30 day of  
November, A. D. 1943.

C. O. Beaver  
Notary Public in and for  
Brazos County, Texas.

By: NEWTON, Notary Public, Brazos County, Texas

THE STATE OF TEXAS,  
County of Williamson. I, C. O. Beaver, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing with its certificate of authentication, was filed for record in my office on the 8 day of Dec, A. D. 1943, at 8 o'clock A. M., and duly recorded this the 9 day of Dec, A. D. 1943, at 8:45 o'clock A. M., in the 102nd Records of said County, in Vol. 218 pp. 275.

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas, the date last above written.

By: Kathryn Shaw Deputy.

C. O. Beaver Clerk  
County Court, Williamson County, Texas

RECORDERS MEMORANDUM  
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clearly legible for satisfactory recordation

Doc# 9866594  
# Pages: 5  
Date : 11-10-1998  
Time : 02:06:54 P.M.  
Filed & Recorded in  
Official Records  
of WILLIAMSON County, TX.  
NANCY E. RISTER  
COUNTY CLERK  
Rec. \$ 17.00

Norman Manning  
300 N. Main  
Taylor 76574

RECORDERS MEMORANDUM  
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clearly legible for satisfactory recordation

**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS 2009092489**

*Nancy E. Rister*

12/22/2009 12:28 PM

SURRATT \$88.00

NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

Unofficial Document

48

Call for Pick-up  
John Elsdon  
365-3863

ORDINANCE 2009-34

**AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS PROVIDING FOR THE ANNEXATION OF THE TRACT OF LAND HEREINAFTER MORE SPECIFICALLY DESCRIBED BY METES AND BOUNDS TO THE CITY OF TAYLOR, TEXAS FOR ALL MUNICIPAL PURPOSES; AND LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF TAYLOR, TEXAS; PROVIDING FOR AN ANNEXATION SERVICE PLAN AND THE EXTENSION OF THE CORPORATE LIMITS OF THE CITY OF TAYLOR, TEXAS TO INCLUDE THE ANNEXED TRACT; PROVIDING FOR PARTIAL INVALIDITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR SAVINGS; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER OF THE CITY OF TAYLOR, TEXAS AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City of Taylor, Texas is a Home Rule City as defined by the TEXAS LOCAL GOVERNMENT CODE (hereinafter referred to as "LGC"); and

**WHEREAS,** an area to be annexed more fully described in Exhibit "A" attached hereto and incorporated by reference herein for all purposes is located within the extraterritorial jurisdiction of and is lying and is adjacent to the present corporate limits of the City of Taylor, Texas("Area"); and

**WHEREAS,** under LGC, the Taylor, Texas City Charter, and other applicable provisions of Texas law, the City of Taylor, Texas and the Taylor City Council as the governing body of the municipality is authorized to annex the Area; and

**WHEREAS,** the City Council of the City of Taylor, Texas mailed notices regarding the annexation to all owners within the Area, to utilities, school districts, fire departments, and railroads providing services within the Area, established first and second public hearing dates on the annexation, and provided such other notice and complied with provisions for annexation required under the LGC and as otherwise required by law; and

**WHEREAS,** the City of Taylor, Texas prepared a service plan for the extension of municipal services into the Area to be annexed and the plan was proposed by the City Council of Taylor, Texas prior to the first public hearing on the annexation and was thereafter available, and

**WHEREAS,** all notices, publications, and hearings have been duly given or held as required by the LGC and no written protest to the annexation was filed with City Clerk of Taylor, Texas; and

**WHEREAS,** the City has mailed all property owners who have ag exemptions a Development Agreement which may exempt them from annexation for up to 15 years if they follow the terms of the agreement; and

**WHEREAS,** institution of annexation proceedings and the presentation and introduction of this Ordinance in such forms as it may be finally passed occurred within the periods of time and methods prescribed by law,

ORD  
2009093627  
16 PGS

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS:**

**SECTION 1.**

The above and foregoing preamble is true and correct and is incorporated herein and made a part hereof for all purposes.

**SECTION 2.**

That the hereinafter described tract of land (Area) which lies within Williamson County, Texas and is within the extraterritorial limits of, is adjacent to and is contiguous to the present corporate limits of the City of Taylor, Texas is hereby annexed to the City of Taylor, Texas for all municipal purposes and the corporate lines and limits of the City of Taylor, Texas are hereby extended to include the Area, which is more particularly described by metes and bounds in Exhibit "A", save and except those properties that include a Development Agreement and are defined by legal descriptions herein.

**SECTION 3.**

That the Area annexed herein shall bear its pro-rata part of the taxes assessed by the City of Taylor, Texas.

**SECTION 4.**

That the inhabitants of the Area hereby annexed to the City of Taylor, Texas shall be entitled to all the rights and privileges of the citizens of the City of Taylor, Texas and shall be bound by the acts, ordinances, codes, resolutions and regulations of the City of Taylor, Texas.

**SECTION 5.**

It is not the intention of the City of Taylor, Texas to annex any territory or area not legally subject to annexation by the City, and should any portion of the above-described Area not be subject to legal annexation by the City of Taylor, Texas such fact shall not prevent the City from annexing such Area, above-described, which is subject to legal annexation by the City, and it is the intention of the City to annex only such territory or area that it may legally annex within the limits of the above-described Area.

**SECTION 6.**

The Annexation Service Plan which is attached to this Ordinance as Exhibit "B" is hereby approved and incorporated by reference herein as part of the Ordinance.

**SECTION 7.**

It is hereby declared to be the intention of the City Council of the City of Taylor, Texas that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared

unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the City Council without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

#### SECTION 8.

All rights and remedies of the City of Taylor, Texas are expressly saved as to any and all violations of the provisions of any Ordinances affecting annexations, which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

#### SECTION 9.

The City Clerk of the City of Taylor, Texas is hereby directed to engross and enroll this Ordinance by copying the exact Caption and the Effective Date clause in the minutes of the City Council of the City of Taylor, Texas and by filing this Ordinance in the Ordinance records of the City.

#### SECTION 10.

The City Clerk of the City of Taylor, Texas is directed to publish in the Official Newspaper of the City of Taylor, Texas the Caption and the Effective Date of this Ordinance for two (2) days.

#### SECTION 11.

This Ordinance shall be in full force and effect immediately upon passage.


In accordance with Article VIII, Section 1, of the City Charter, Ordinance No. 2009-34 was introduced before the Taylor City Council on the 10th day of December, 2009.

PASSED, APPROVED and ADOPTED this the 17<sup>th</sup> day of December, 2009.

ATTEST:

Susan Brock  
Susan Brock, City Clerk

Rod Hortenstine  
Rod Hortenstine, Mayor  
City of Taylor





Approved as to Form:

Ted W. Hejl  
Ted W. Hejl, City Attorney

**STATE OF TEXAS  
COUNTY OF WILLIAMSON**

**December 1, 2009**

**AREA C-3 - PROPOSED ANNEXATION AREA**  
**899.336 ACRES**

These notes describe that certain tract of land located in Williamson County, Texas adjacent to the existing City Limit Boundary of Taylor, Texas; subject tract impacts the following:

- "35.622 Acres" Betty J. Ruzicka
- "0.519 Acres" Camilo G. Carranza, et ux
- "1.024 Acres" Armando P. Oranday, et ux
- "85.123 Acres" Terrell Timmerman
- "4.59 Acres" Lloyd Steger
- "1.0 Acres" Eudene Thame
- "2 Acres" M. Laverne Welch, Cradis A. Revocable Living Trust
- "1.267 Acres" David Welch, et ux
- "1.002 Acres" William L. Martin, et ux
- "5.633 Acres" M. Laverne Welch, Cradis A. Revocable Living Trust
- "0.19 Acres" Brenda Welch, et al
- "0.427 Acres" Brenda Welch, et vir
- "1.99 Acres" Vivian M. Harkins, et al
- "3.880 Acres" Ronnie L. Dlouhy
- "0.7 Acres" Oral and Roberta Thompson
- "1.207 Acres" Theresa Lavalle
- "3.963 Acres" Oral and Roberta Thompson
- "4.230 Acres" Margaret Hartsock
- "12.748 Acres" Jimmy Walton, et al
- "1.978 Acres" Freddie Hartcraft
- "0.587 Acres" Timmy Talley
- "0.780 Acres" Kelly Marek
- "0.49 Acres" All-Ways Industries Construction, Inc.
- "3.58 Acres" All-Ways Industries Construction, Inc.
- "48.69 Acres" Larry Zimmerhanzel
- "16.43 Acres" Larry Zimmerhanzel
- "53 Acres" Ruby Nelle Pumphrey Estate
- "44.373 acres" Barbara Rose Meyer
- "33.97 Acres" Mary Ann Wood
- "3.00 Acres" Art Baisley, et ux
- "33.35 Acres" David Wright, et ux
- "2.0 Acres" Barbara Freeman
- "1.0 Acre" Melvin Shamard Subdivision

• "13.387 Acres"	William Cruse
• "1.0 Acre"	Doris K. Cruse
• "12.387 Acres"	Calvin Cruse
• "1.0 Acre"	Timmy Cruse
• "12.387 Acres"	Timmy Cruse
• "13.388 Acres"	Marvin Cruse
• "20 Acres"	Gene Schade and Wanda Anderson
• "23.518 Acres"	George P. Ruzicka
• "11.89 Acres"	Ken Richter
• "42.6 Acres"	Cheryl Frederick, et vir
• "48 Acres"	Vera Ann Deal, et al
• "1.1 Acres"	Cheryl Frederick, et vir
• "5.92 Acres"	Dennis R. Schmidt, et ux
• "2 Acres"	Kelly Snensky, et ux
• "1.718 Acres"	Norman Frey
• "2.113 Acres"	Dennis R. Schmidt, et ux
• "2.041 Acres"	Lewis Clay Deerman
• "1.907 Acres"	Carlton E. Dugan, et ux
• "0.615 Acres"	Melissa Faglie
• "3.473 Acres"	Melissa Faglie
• "32.25 Acres"	Gabino Q. Munoz, et ux
• "1.997 Acres"	Carole S. Minnix
• "1.985 Acres"	Kathy G. Baca, et vir
• "1.838 Acres"	Lawrence G. Urbis, et ux
• "1.576 acres"	Ashley Rene Urbis
• "5.500 Acre"	Howard M. Hamann
• "46.432 Acres"	Barbara Meyer and Mary Ann Wood
• "60.787 Acres"	Barbara Meyer and Mary Ann Wood
• "33.63 Acres"	Virgina Debus, et al
• "6.0 Acres"	Glen R. Polasek, et ux
• "22.001 Acres"	Freddie Gola
• "0.52 Acres"	Manville Water Supply Corp.
• "15.0 Acres"	John Gould III, et ux
• "4.04 Acres"	Wilbert Reichenbach, et ux
• Capache Springs Subdivision	
• State Hwy 95	State of Texas
• County Road 404	Williamson County
• Buttercup Road	Williamson County
• County Road 406	Williamson County
• County Road 408	Williamson County
• County Road 400	Williamson County

subject description being prepared under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on December 1, 2009, and being more fully described as follows:

**BEGINNING** at the Southeast corner of subject tract in a line for the West right-of-way line of the M. K. & T. Railroad, same being the East right-of-way line of State Hwy 95;

**THENCE** South  $81^{\circ}18'31''$  West, with the South line of subject a distance of 2141.57 feet to the beginning of a non-tangent curve to the left;

**THENCE** with said curve with a radius of 1961.96 feet, a length of 639.05 feet, bears South  $65^{\circ}27'18''$  West, chord distance of 636.23 feet to the beginning of a non-tangent reverse curve;

**THENCE** with said curve with a radius of 4035.73 feet, a length of 2882.23 feet, bears South  $76^{\circ}35'00''$  West, a chord distance of 2821.37 feet;

**THENCE** North  $82^{\circ}57'25''$  West, continuing with the South line of subject for a distance of 2367.95 feet to a point in the South right-of-way of County Road 404 for the Southwest corner of subject;

**THENCE** North  $06^{\circ}54'48''$  East, with the West line of subject for a distance of 3378.10 feet to a point in the South right-of-way line of Buttercup Road;

**THENCE** North  $46^{\circ}48'24''$  East, continuing with the West line of subject for a distance of 49.34 feet to a point in the North right-of-way line of Buttercup Road;

**THENCE** North  $07^{\circ}49'40''$  East, continuing with the West line of subject for a distance of 2009.22 feet to an exterior corner of the current City of Taylor City Limit Boundary, for the Northwest corner of subject;

**THENCE** South  $82^{\circ}51'13''$  East, with a South line of said City Limit Boundary, for a distance of 1486.86 feet to an exterior corner of the current of Taylor City Limit Boundary;

**THENCE** North  $12^{\circ}24'19''$  West, with the current City of Taylor City Limit Boundary, for a distance of 540.96 feet to an interior corner of the current City of Taylor City Limit Boundary;

**THENCE** North  $83^{\circ}13'27''$  East, with the current City of Taylor City Limit Boundary, for a distance of 3923.14 feet to a point in the West right-of-way line of the M. K. & T. Railroad, same being the East right-of-way line of State Hwy 95 for the Northeast corner of subject;

**THENCE South 18°14'32" East, with said West right-of-way line of the M. K. & T. Railroad for a distance of 52.68 feet;**

**THENCE with a non-tangent curve to the left with a radius of 1915.28 feet, length of 354.55 feet, chord bearing South 24°30'51" East, chord distance of 354.04 feet;**

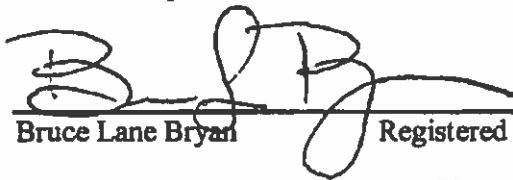
**THENCE South 32°09'36" East, continuing with said West right-of-way line of the M. K. & T. Railroad for a distance of 1375.97 feet;**

**THENCE South 31°31'31" East, continuing with said West right-of-way line of the M. K. & T. Railroad for a distance of 813.92 feet;**

**THENCE with a non-tangent curve to the right with a radius of 1913.58 feet, length of 719.57 feet, bearing South 19°46'17" East, chord distance of 715.34 feet;**

**THENCE South 06°16'10" East, continuing with said West right-of-way line of the M. K. & T. Railroad for a distance of 2341.85 feet to the PLACE OF BEGINNING containing according to the dimensions herein stated an area of 899.336 Acres of land.**

Surveyor's Note: This description does not represent an on-the-ground survey, is not a survey product and only represents the approximate relative locations of property boundaries and/or natural and man-made features. This description does not conform to a class "A", GIS/LIS survey products as defined in category 10 of the TSPS manual of practice and shall not be relied upon for uses which could affect the health, safety or welfare of the general public. Map produced in conjunction with this description must be used to determine parcel location within herein described boundary.

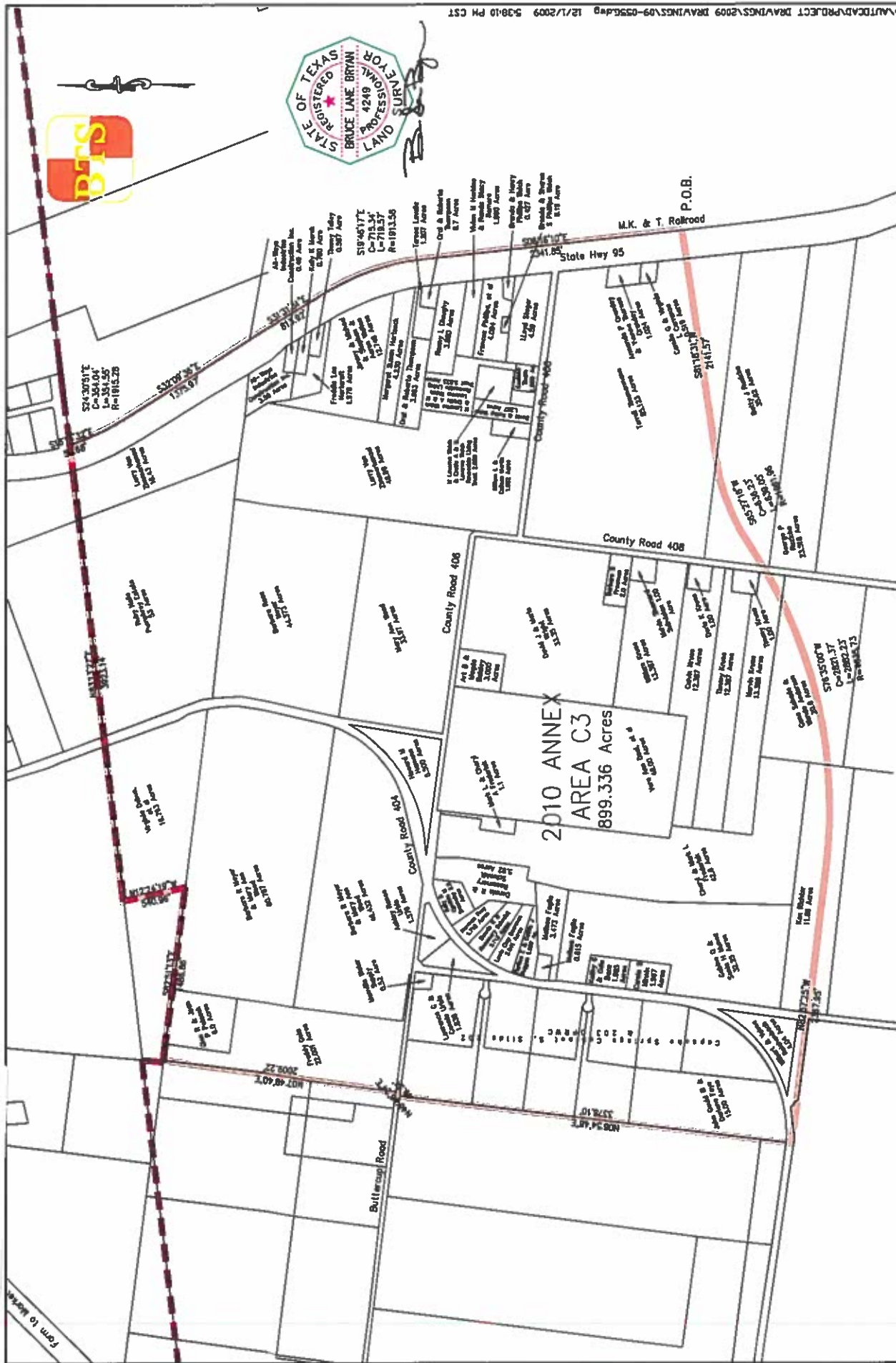
  
Bruce Lane Bryan

Registered Professional Land Surveyor No. 4249

☐ FILENAME 09-055 area c3.doc ☐



**RECORDERS MEMORANDUM**  
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SURVEYORS CERTIFICATE

THIS PRODUCT IS A GRAPHIC REPRESENTATION OF THE DATA SHOWN HEREIN. IT DOES NOT REPRESENT AN ON-THE-GROUND SURVEY; IS NOT A SURVEY PRODUCT AND ONLY REPRESENTS THE APPROXIMATE RELATIVE LOCATIONS OF PROPERTY BOUNDARIES AND/OR MATERIAL AND MAN-MADE FEATURES. THIS PRODUCT DOES NOT CONFORM TO A CLASS A OR US SURVEY PRODUCTS DEFINED IN CATEGORY 10 OF THE TSPS MANUAL OF PRACTICE AND SHALL NOT BE RELIED UPON FOR USES WHICH COULD AFFECT THE HEALTH, SAFETY OR WELFARE OF THE GENERAL PUBLIC.

**CITY OF TAYLOR  
PROPOSED ANNEXATIONS  
2010 ANNEX AREA C3**

**BRYAN TECHNICAL SERVICES,  
INC.**  
P. O. BOX 1371  
TAYLOR, TEXAS 76574  
512-332-9090  
512-332-9091 (Fax)  
surveying@btsinfo.net

DRAWN BY: ARS	CHECKED BY: BLB
SCALE: 1"=500'	
DATE: 12-1-09	
JOB NUMBER	SHEET
09-055	

**STATE OF TEXAS  
COUNTY OF WILLIAMSON**

**December 1, 2009**

**AREA A3-1 - PROPOSED ANNEXATION AREA**  
**400.393 ACRES**

These notes describe that certain tract of land located in Williamson County, Texas adjacent to the existing City Limit Boundary of Taylor, Texas; subject tract impacts the following:

- "49.228 Acres" Elise Bachmayer
- "84.99 Acres" Michael W. Lehr
- "59.000 Acres" Carl G. Anderson Jr, et ux
- "0.97 Acres" LP RCNT
- "64.524 Acres" Hooten Farm Inc
- "5.788 Acres" Hooten Farm Inc
- "56.295 Acres" Robert E. Prasatik
- "116.17 Acres" Joanne Rummel Trustee of the Joanne Rummel Trust
- "16.00 Acres" Wayne Garman, et ux
- "57.96 Acres" David L. Oman, et al
- "16.1 Acres" Mark S. Oman, et ux
- County Road 395 Williamson County

subject description being prepared under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on December 1, 2009, and being more fully described as follows:

**BEGINNING** at the Southeast corner of subject tract same being an interior corner of the current City of Taylor City Limits;

**THENCE South 68°28'00" West**, with the current City of Taylor City Limits, for a distance of **714.68 feet**;

**THENCE South 08°07'30" East**, with the current City of Taylor City Limits, for a distance of **318.82 feet**;

**THENCE North 21°19'09" West**, for a distance of **873.69 feet**;

**THENCE North 11°29'01" West**, for a distance of **577.46 feet**;

**THENCE North 05°04'33" West**, for a distance of **436.66 feet**;

**THENCE North 00°24'52" East**, for a distance of **324.28 feet**; to a point in the South right-of-way line of County Road 395 for an interior corner of subject;

**THENCE South 68°26'20" West, with the South right-of-way of County Road 395 for a distance of 2427.80 feet to a point for the Southwest corner of subject;**

**THENCE North 49°02'46" West, for a distance of 83.73 feet to a point in the East right-of-way of County Road 101;**

**THENCE North 21°59'55" West, with said East right-of-way of County Road 101 for a distance of 2735.95 feet;**

**THENCE North 09°30'42" East, continuing with said East right-of-way of County Road 101 for a distance of 109.17 feet;**

**THENCE North 79°38'56" East, continuing with said East right-of-way of County Road 101 for a distance of 41.24 feet;**

**THENCE North 22°41'51" West, continuing with said East right-of-way of County Road 101 for a distance of 287.56 feet;**

**THENCE North 14°36'38" West, continuing with said East right-of-way of County Road 101 for a distance of 60.02 feet;**

**THENCE North 00°12'45" West, continuing with said East right-of-way of County Road 101 for a distance of 226.45 feet;**

**THENCE North 30°19'23" West, continuing with said East right-of-way of County Road 101 for a distance of 70.41 feet;**

**THENCE North 60°13'22" West, continuing with said East right-of-way of County Road 101 for a distance of 282.26 feet;**

**THENCE North 22°07'23" West, continuing with said East right-of-way of County Road 101 for a distance of 674.43 feet;**

**THENCE a non-tangent curve to the right, with a radius of 5705.67 feet, length of 2859.08 feet, bearing North 50°33'17" East, chord distance of 2829.26 feet;**

**THENCE North 68°33'27" East, for a distance of 1002.52 feet to a point for the Northeast corner of subject;**

**THENCE South 21°54'02" East, with the East line of subject for a distance of 1073.00 feet;**

**THENCE South 20°50'53" East, continuing with the East line of subject for a distance of 671.98 feet;**



**THENCE South 39°04'14" West, continuing with the East line of subject for a distance of 193.37 feet;**

**THENCE South 64°46'18" West, continuing with the East line of subject for a distance of 522.96 feet;**

**THENCE South 21°55'24" East, continuing with the East line of subject for a distance of 3412.77 feet to a point in the South right-of-way line of County Road 395, same being a point in the current City of Taylor City Limits;**

**THENCE South 68°41'35" West, with the current City of Taylor City Limits for a distance of 111.03 feet;**

**THENCE South 22°21'34" East, with the current City of Taylor City Limits for a distance of 1851.50 feet to the PLACE OF BEGINNING containing according to the dimensions herein stated an area of 400.393 Acres of land.**

Surveyor's Note: This description does not represent an on-the-ground survey, is not a survey product and only represents the approximate relative locations of property boundaries and/or natural and man-made features. This description does not conform to a class "A", GIS/LIS survey products as defined in category 10 of the TSPS manual of practice and shall not be relied upon for uses which could affect the health, safety or welfare of the general public.



Bruce Lane Bryan

Registered Professional Land Surveyor

No. 4249

☐ FILENAME 09-055 area c3.doc ☐



**RECORDERS MEMORANDUM**  
All or part of the text on this page was not clearly legible for satisfactory recordation



<b>2010 ANNEX AREA A3-1</b> 400.391 Acres		<b>CITY OF TAYLOR</b> <b>PROPOSED ANNEXATIONS</b> <b>2010 ANNEX AREA A3-1</b>		BRYAN TECHNICAL SERVICES, INC. P.O. BOX 1371 TAYLOR, TEXAS 76574 512-352-9090 512-352-9091 (Fax) surveying@bryantech.com	DRAWN BY: ARS SCALE: 1"=500' DATE: 12-1-09 JOB NUMBER SHEET 09-055	CHECKED BY: BLB
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THIS PRODUCT IS A GRAPHIC REPRESENTATION OF THE DATA SHOWN HEREON. IT DOES NOT REPRESENT AN ON-THE-GROUND SURVEY. IT IS NOT A SURVEY PRODUCT AND ONLY REPRESENTS THE APPROPRIATE RELATIVE LOCATIONS OF PROPERTY BOUNDARIES AND/OR NATURAL AND MAN-MADE FEATURES. THIS PRODUCT DOES NOT CONFORM TO A CLASS A, CLASS B, OR CLASS C SURVEY PRODUCT CATEGORY 10 OF THE TSPS MANUAL OF PRACTICE AND SHALL NOT BE RELIED UPON FOR USES WHICH COULD AFFECT THE HEALTH, SAFETY OR WELFARE OF THE GENERAL PUBLIC.

SURVEYOR'S CERTIFICATE  
 I, BRUCE LANE BRYAN, 4249, REGISTERED PROFESSIONAL LAND SURVEYOR, STATE OF TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT REPRESENTATION OF THE DATA SHOWN HEREON.

DATE: DECEMBER 1, 2009

**City of Taylor**  
**Annexation Service Plan**  
**November 1, 2009**

The following is a plan whereby City services will be provided to proposed annexation areas, located primarily adjacent to the present City limits. The services will be provided to the area according to the following plan upon annexation.

**FIRE**

Fire suppression will be available to the area upon annexation. Adequate fire suppression activities can be provided to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Taylor Fire Department as needed.

**POLICE**

Upon annexation, the City of Taylor Police Department will extend regular and routine patrols to the annexed area. Implementation of police patrol activities can be accommodated within the current budget and staff appropriation.

**EMERGENCY MEDICAL SERVICES**

Emergency Medical Services will be provided by Williamson County EMS and the City of Taylor Fire Department as needed in accordance with City policies and state laws.

**BUILDING INSPECTION**

Building inspection, permit issuance, and code enforcement according to applicable codes and law will be conducted by the City upon annexation.

**PLANNING AND ZONING**

City development ordinances will apply upon annexation and the City will provide the administrative services pertaining to planning, zoning, development and routine City Code enforcement service by present personnel, equipment and facilities.

**PARKS AND RECREATION**

Upon annexation, current City parks and recreation facilities will be available to residents of the annexed area.

## **LIBRARY**

Upon annexation, City library use will be available to residents of the annexed area according to rules promulgated by the City for library use.

## **HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE**

The Williamson County and Cities Health District and the City provide enforcement of the City health ordinances and regulations and the enforcement will apply upon annexation.

## **STREETS AND RIGHTS OF WAY**

Maintenance of annexed streets and rights of way, as appropriate, will include emergency maintenance, repairs of hazardous potholes, and measures necessary for traffic flow; routine maintenance presently performed within the City; reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other improvements as needed and determined by the City under City policies; installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need is established by appropriate study and traffic standards and City policy; installation and maintenance of street lighting in accordance with established City policies.

## **WATER SERVICE AND MAINTENANCE OF WATER FACILITIES**

Water service will be provided in accordance with the applicable codes and departmental policy. Inspection of water distribution lines will be provided under the statutes of the State of Texas. Water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City and subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. Water services will be provided to the annexed area at the expense of the developer thereof in accordance with the then current development standards and subdivision regulations of the City.

## **SANITARY SEWER SERVICE AND MAINTENANCE**

Sanitary sewer service will be provided in accordance with applicable codes and departmental policy as development occurs within the annexation area. Sewer service will be provided by the City utility department on the same terms, conditions, and requirements applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations, and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its policies. Sanitary sewer services will be provided to the annexed area at the expense of the

developer thereof in accordance with the then current development standards and subdivision regulation of the City.

### **SOLID WASTE SERVICES**

Solid waste collection and services now provided to the citizens of the City will be provided in accordance with applicable ordinances, policies and laws.

### **CAPITAL IMPROVEMENTS**

No capital improvements are planned for the annexed area but if any are undertaken they will be initiated and substantially completed according to City policies and State law.

### **OTHER SERVICES**

The annexed area will be provided a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of service, infrastructure, and infrastructure maintenance in other parts of the City, with topography, land use, and population density similar to those reasonably contemplated or projected in the annexed area and as required by law.

If you have any questions or concerns, please call John Elsdon, City Planner, at 512-365-3863, or email at [john.elsden@taylortx.gov](mailto:john.elsden@taylortx.gov)

**FILED AND RECORDED**

**OFFICIAL PUBLIC RECORDS 2009093627**

*Nancy E. Rister*

12/28/2009 04:24 PM

MARIA \$76.00

NANCY E. RISTER, COUNTY CLERK

WILLIAMSON COUNTY, TEXAS

③ City of Taylor  
E 400 Porter St.  
Taylor, TX 76574